



Engagement - Trust/Estate Tax Preparation

Please review the engagement and billing terms below in order for Uhart Tax & Financial to prepare your trust/estate tax returns. Should you have any questions, please contact us. By your signature below you are hereby agreeing to the terms herein.

ENGAGEMENT LETTER & STATEMENT OF BILLING POLICIES

Thank you for choosing Uhart Tax & Financial ("UTF") to assist you in your tax preparation needs. This letter informs you and provides the terms of our engagement/billing policies thereby ensuring an understanding of our mutual responsibilities.

WHAT WE WILL DO: Uhart Tax & Financial ("UTF") will prepare tax returns (Federal, California and any other state required) on behalf of _____ (the "Client"), its trustees, executors or any other legally authorized persons pursuant to legal documentation such as power of attorney forms, trust documents, court orders, etc.

- We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information to avoid improper reporting and possible Internal Revenue Service ("IRS") penalties.
- We may furnish you with tax organizers, questionnaires, and worksheets to guide you in gathering the necessary information and to keep from overlooking pertinent information.
- We will communicate with you, as needed, for status updates, additional information, etc., using communication methods most convenient and cost effective for both parties.
- We will provide you a finished professional paper copy of your tax return document as well as a secure client portal access in which you can obtain an electronic copy of your documents. Your client portal access also allows you to send documents securely, pay outstanding invoices, and communicate securely with our office.

CLIENT RESPONSIBILITY:

- You agree to provide us all income and deductible expense information. If you receive additional information after we begin working on your return, you will contact us immediately to ensure your completed tax return(s) contains all relevant information.
- You affirm that all expenses or other deduction amounts are accurate and that you have all required supporting written records. In some cases, we will ask to review your documentation.
- You must be able to provide written records of all items included on your return if audited by either the IRS or state tax authority. We can provide guidance concerning what evidence is acceptable.

- You have the final responsibility for income tax returns and, therefore, you should review them carefully before you sign any document authorizing us to file electronically the returns for you (or before you sign them for filing and mailing, if they are not filed electronically). If your taxes are paid from or your refund is deposited directly into any checking, savings or investment accounts, be sure to check that the correct routing and account numbers are on the returns prior to authorizing the returns for electronic filing (or before you sign them for filing and mailing, if they are not electronically filed). In addition, it is your responsibility to make quarterly estimated tax payments if you are required to do so.
- You agree to contact our office immediately if you receive any government correspondence for assistance in resolving any issues which may arise after the filing of your tax return. We will provide you with an explanation of their notice and the option to handle such notices.

DISCLOSURE AND USE OF TAX INFORMATION/PRIVACY POLICY: Your tax return and/or personal information is confidential (except for certain beneficiary information) and will not be disclosed or used without your prior consent. Our Privacy Policy is provided annually in your completed tax return copy.

FEES: Tax return preparation is determined by the complexity of the tax return, number of forms and is computed by such within our tax preparation software using standardized from rates. Should you request, we will provide you with an estimated fee based upon your representations about the complexity of your tax situation, however this is only an estimated fee and because unforeseen circumstances or additional information you provide might affect this original estimated fee, your actual fees may exceed the original fee estimate. You hereby acknowledge by your signature below that you are aware you are only being provided an estimated minimum fee.

Additional Services: Additional common services, including but not limited to those listed below, will be billed at the current hourly rates (\$75 - \$300 per hour) billed in increments of 5 minutes:

- Trust Accounting
- Asset Registration Transfer Assistance
- Tax Planning
- Date of Death Valuation(s) and Cost Basis recreation
- Audit Representation

Please note any other consultations or correspondence between our office and a third party (other than a Co-Executor(s)/Co-Trustee(s), or additional services requested not listed above will be billed at an hourly rate of \$125 per hour. Any invoices presented by UTF to you, the Client, must be paid immediately before tax return(s) are released, delivered or filed.

Out-of-pocket costs such as mailing, shipping, excess copy charges, etc., will be billed directly to you at the same costs charged to/paid by our office. Rerun or recalculation and reprint due to the submission of additional data by the client after the returns have been completed but not filed is a minimum fee of \$75.00. Amended returns carry a minimum fee of \$150.00 plus any additional form charges for changes due to submission of additional data by the client after we file the returns with the government agencies. If an amendment is due to an error on our part, we will prepare such amendment at no charge, and reimburse penalties only related to such error. Additional paper copies of tax returns will be \$25.00 per year and \$30.00 per year if the return is more than 3 years old.

Deposits for Services: A deposit of \$500 is required once this engagement has been accepted and signed. We will try to provide a reasonable quote for fees; however quotes are only an estimate and may differ upon the final invoices due to additional or less information contained within the tax return and/or services provided beyond the normal scope of tax return preparation. Full payment is due and payable upon the completion of your tax returns and before we file the returns electronically (or prior to us delivering the returns to you, if not being electronically filed). All deposits will maintain a credit on your account until we render services at which time a billable charge will be created and credit will be applied in your account prior to request for additional funds for payment.

Invoices and Late Payments: If your account becomes past due by 30 days from the date the work is completed and notification to you of such completion, finance charges will begin to accrue from the date of the initial invoice at a rate of 1.5% per month. Additionally, if your account is 60 days past due, you will be billed an administrative rebilling fee of \$20.00 per each subsequent monthly statement issued in addition to the finance charges. In the event your invoice remains unpaid and we should have to pursue collection actions, you agree to reimburse us for all costs of collection, including, but not limited to, legal fees, collection agency fees, court costs, etc.

Returned Checks: Checks returned for insufficient funds or closed account will be charged \$25.00 and you will have 10 days to resubmit valid funds to pay your balance or in accordance to California Law we will collect treble damages (the amount of the check and up to three times the amount of your original check) plus any additional collection costs if incurred.

Termination: If you terminate this engagement before its completion, you agree to pay for all hourly work performed up to the date of termination and any additional fees for work completed or out-of-pocket costs incurred as referenced herein. Termination by you of this engagement in writing is assumed to mean tax preparation and all additional future services are hereby terminated. Otherwise this engagement to prepare tax returns or perform additional services as referenced above shall “partially” terminate upon the delivery of the completed tax returns and original documents to you as the Client. Hourly rates may continue to be charged under this engagement for additional services as requested by client after the completion of the tax return preparation. Such partial continued engagement will continue until either Client requests a full termination of the engagement in writing, thereby requiring a new engagement and deposit for services, should any further additional services be later requested by you.

We accept Checks or Money Orders payable to “Uhart Tax”, Cash, Debit Cards or Credit Cards. If you have any billing questions, contact Angela Ledwedge in our office to discuss.

By signing below, you acknowledge that you have read, understand, and accept your obligations and responsibilities and that you understand our responsibilities in preparing tax returns or providing additional services as explained above. You also hereby agree you have the legal authority to initiate such engagement on behalf of the Trust and/or Estate.

Signature

Date